



Alaska Marijuana Control Board
Marijuana Establishment

Form MJ-17c: License Transfer Application

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

This form must be used to initiate a transfer of ownership of a marijuana establishment license under 3 AAC 306.045. This transfer application must be completed and submitted to AMCO's main office, along with all necessary supplemental documents and fees listed in **Form MJ-17b: License Transfer Application Checklist**, before a transfer of ownership, including a change that affects the controlling interest of an entity, will be considered by the Marijuana Control Board.

Please note that licensees seeking to change controlling interest of an entity that owns multiple licenses must submit a separate completed copy of this form and the required supplemental documents and fees for each license.

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	The Connoisseur, LLC	License Number:	13487		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	The Connoisseur				
Premises Address:	3200 W Top of the World Circle, Unit A				
City:	Wasilla	State:	Alaska	ZIP:	99654
Email:	Chad.theconnoisseur@gmail.com				
Local Government:	Matanuska-Sustina Borough				

☐ Regular ownership transfer

☒ Transfer of controlling interest in the licensed entity

Section 2 – Transferee Information

Enter information for the **new** applicant seeking to be licensed. The business license # should be issued for the DBA listed below, and held by the transferee.

Licensee:	The Connoisseur, LLC	Alaska Entity #	10060562		
Mailing Address:	PO Box 873844				
City:	Wasilla	State:	Alaska	ZIP:	99687-3844
Doing Business As:	The Connoisseur				
Business License #:	1055599	Business Phone:	907-244-8329		
Designated Licensee:	Mathew Chambers				
Contact Email:	matt.theconnoisseur@gmail.com	Phone #	907-244-8329		

**Form MJ-17c: License Transfer Application****Section 3 – Entity Ownership Information**

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 4. If any entity official is another entity, you must include the AK Entity # of that entity in the Entity Official Name field, attach a separate completed copy of this page that breaks down the ownership information for that entity, and submit the supplemental documents and fingerprint fees listed on Form MJ-17b required for each individual entity official. Entity documents must be submitted for each entity listed on this form. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, list each *officer or director, and owner of any of the corporation's stock*.
- If the applicant is a limited liability company, list each *member holding any ownership interest and each manager*.
- If the applicant is a partnership or limited partnership, list each *partner holding any interest and each general partner*.

Entity Official Name:	Chadford Roush				
Title(s):	Member	Phone:	907-631-3921	% Owned:	33.33
Email:	daniellos13@aol.com				
Mailing Address:	3050 West Stoneridge Circle				
City:	Wasilla	State:	Alaska	ZIP:	99654
Entity Official Name:	Mathew Chambers				
Title(s):	Member	Phone:	907-244-8329	% Owned:	33.33
Email:	matt.theconnoisseur@gmail.com				
Mailing Address:	10400 E Bradley Lake Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645
Entity Official Name:	Chad Aurentz				
Title(s):	Member	Phone:	907-250-9792	% Owned:	33.33
Email:	chad.theconnoisseur@gmail.com				
Mailing Address:	3330 West 88th Avenue				
City:	Anchorage	State:	Alaska	ZIP:	99502
Entity Official Name:					
Title(s):		Phone:		% Owned:	
Email:					
Mailing Address:					
City:		State:		ZIP:	
Entity Official Name:					
Title(s):		Phone:		% Owned:	
Email:					
Mailing Address:					
City:		State:		ZIP:	



Alaska Marijuana Control Board

Form MJ-17c: License Transfer Application

Section 4 – Other Licenses

Ownership and financial interest in other marijuana establishments:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other marijuana establishment that is licensed in Alaska?



If "Yes", disclose which individual(s) has the financial interest, which license number(s), and license type(s):

Mathew Chambers - The Connoisseur Lounge License #27522

Section 5 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?



If "Yes", disclose the name of the individual and the reason for this authorization:

JDW, LLC - Attorney Jana Weltzin and staff

Section 6 – Transferee Certifications

Read the line below, and then sign your initials in the box to the right of the statement:

Initials

I certify that all proposed licensees (as defined in 3 AAC 306.020) have been listed on this application.



Completed copies of all required documents and fees listed on Form MJ-17b are attached to this form.



I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.



I agree to provide all information required by the Marijuana Control Board in support of this application.

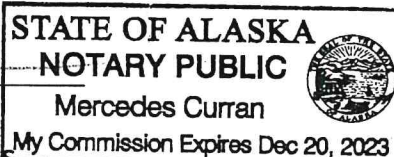


As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferee

Mathew Chambers

Printed name of transferee



Notary Public in and for the State of Alaska.

My commission expires: 12/20/2023

Subscribed and sworn to before me this 5th day of January, 2021.



Form MJ-17c: License Transfer Application

Section 4 – Other Licenses

Ownership and financial interest in other marijuana establishments:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other marijuana establishment that is licensed in Alaska?



If "Yes", disclose which individual(s) has the financial interest, which license number(s), and license type(s):

Mathew Chambers - The Connoisseur Lounge License #27522

Section 5 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?



If "Yes", disclose the name of the individual and the reason for this authorization:

JDW, LLC - Attorney Jana Weltzin and Staff

Section 6 – Transferee Certifications

Read the line below, and then sign your initials in the box to the right of the statement:

Initials

I certify that all proposed licensees (as defined in 3 AAC 306.020) have been listed on this application.



Completed copies of all required documents and fees listed on Form MJ-17b are attached to this form.



I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.



I agree to provide all information required by the Marijuana Control Board in support of this application.

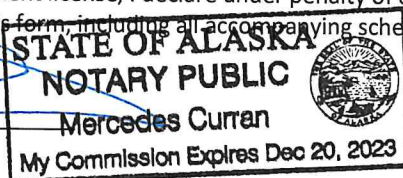


As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferee

Chadford Roush

Printed name of transferee



Notary Public in and for the State of Alaska.

My commission expires: 12/20/2023

Subscribed and sworn to before me this 20th day of May, 2021.



Alaska Marijuana Control Board

Form MJ-17c: License Transfer Application

Section 4 – Other Licenses

Ownership and financial interest in other marijuana establishments:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other marijuana establishment that is licensed in Alaska?



If "Yes", disclose which individual(s) has the financial interest, which license number(s), and license type(s):

Mathew Chambers - The Connoisseur Lounge License #27522

Section 5 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?



If "Yes", disclose the name of the individual and the reason for this authorization:

JDW, LLC - Attorney Jana Weltzin and Staff

Section 6 – Transferee Certifications

Read the line below, and then sign your initials in the box to the right of the statement:

Initials

I certify that all proposed licensees (as defined in 3 AAC 306.020) have been listed on this application.



Completed copies of all required documents and fees listed on Form MJ-17b are attached to this form.



I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.



I agree to provide all information required by the Marijuana Control Board in support of this application.

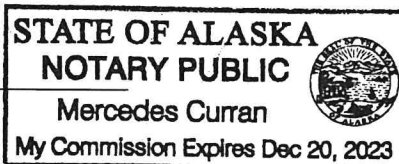


As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferee

Chad Aurentz

Printed name of transferee



Notary Public in and for the State of Alaska.

My commission expires:

12/20/2023

Subscribed and sworn to before me this 18th day of May, 2024.




Form MJ-17c: License Transfer Application

Section 7 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of unsworn falsification that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) approve of the transfer of this license, and that the information on this form is true, correct, and complete.



Signature of transferor
Brian Hooks

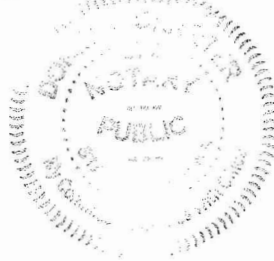
Printed name of transferor



Notary Public in and for the State of Alaska.

My commission expires: 11-05-2023

Subscribed and sworn to before me this 31ST day of DECEMBER, 2020.



Signature of transferor

Printed name of transferor

Notary Public in and for the State of Alaska.

My commission expires: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Signature of transferor

Printed name of transferor

Notary Public in and for the State of Alaska.

My commission expires: _____

Subscribed and sworn to before me this ____ day of _____, 20____.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications**What is this form?**

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur, LLC	License Number:	13487		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	The Connoisseur				
Premises Address:	3200 W Top of the World Circle, Unit A				
City:	Wasilla	State:	Alaska	ZIP:	99654

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Chad Aurentz
Title:	Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☐☒

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

CA

I certify that I am not currently on felony probation or felony parole.

CA

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

CA

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

CA

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

CA

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

CA

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

CA

I certify that my proposed premises is not located in a liquor licensed premises.

CA

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

CA

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

CA

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

CA



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

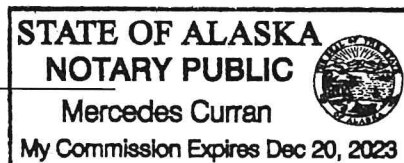
I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee
Notary Public in and for the State of Alaska

Chad Aurentz

Printed name of licensee

My commission expires: 12/20/2023Subscribed and sworn to before me this 19th day of January, 2021.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications**What is this form?**

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur, LLC	License Number:	13487		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	The Connoisseur				
Premises Address:	3200 W Top of the World Circle, Unit A				
City:	Wasilla	State:	Alaska	ZIP:	99654

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Chadford Roush
Title:	Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☐☒

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?



Alaska Marijuana Control Board

Form MJ-00: Application Certifications**Section 4 – Certifications**

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

I certify that I am not currently on felony probation or felony parole.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

I certify that my proposed premises is not located in a liquor licensed premises.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Notary Public in and for the State of Alaska

Chadford Roush

Printed name of licensee

My commission expires: 12-01-2024Subscribed and sworn to before me this 20th day of January, 2021.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur, LLC	License Number:	13487		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	The Connoisseur				
Premises Address:	3200 W Top of the World Circle, Unit A				
City:	Wasilla	State:	Alaska	ZIP:	99654

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Mathew Chambers
Title:	Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☒☐

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail License # 27522



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

MC

I certify that I am not currently on felony probation or felony parole.

MC

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

MC

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

MC

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

MC

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

MC

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

MC

I certify that my proposed premises is not located in a liquor licensed premises.

MC

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

MC

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

MC

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

MC



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



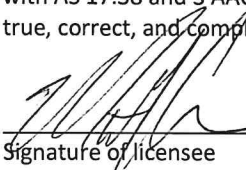
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

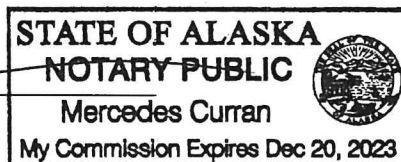
I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee




Notary Public in and for the State of Alaska

Mathew Chambers

Printed name of licensee

My commission expires: 12/20/2023

Subscribed and sworn to before me this 19th day of January, 2021.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur, LLC	License Number:	13487		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	The Connoisseur				
Premises Address:	3200 W Top of the World Circle, Unit A				
City:	Wasilla	State:	Alaska	ZIP:	99654

Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 01/06/2021

End Date: 01/16/2021

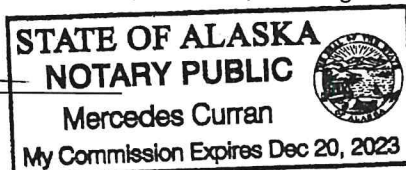
Other conspicuous location: Three Bears Bulletin Board - 3950 S Knik Goose Bay Rd, Wasilla, AK 99654

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Mathew Chambers

Printed name of licensee



[Signature]

Notary Public in and for the State of Alaska

My commission expires: 12/20/2023

Subscribed and sworn to before me this 19th day of January, 2021.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur, LLC	License Number:	13487		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	The Connoisseur				
Premises Address:	3200 W Top of the World Circle, Unit A				
City:	Wasilla	State:	Alaska	ZIP:	99654

Section 2 – Certification


I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): Matanuska Susitna Borough Date Submitted: 01/05/2021

Name/Title of LG Official 1: Lonnie McKenchnie/Borough Clerk Name/Title of LG Official 2: _____

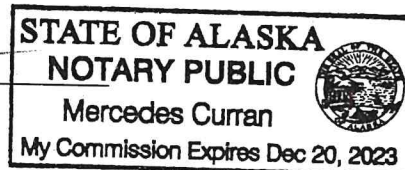
Community Council: Knik-Fairview Date Submitted: 01/05/2021
(Municipality of Anchorage and Matanuska-Susitna Borough only)


I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Mathew Chambers

Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 12/20/2023

Subscribed and sworn to before me this 19th day of January, 2021.



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest**What is this form?**

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur, LLC	License Number:	13487		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	The Connoisseur				
Premises Address:	3200 W Top of the World Circle, Unit A				
City:	Wasilla	State:	Alaska	ZIP:	99654

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Mathew Chambers
Title:	Member



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

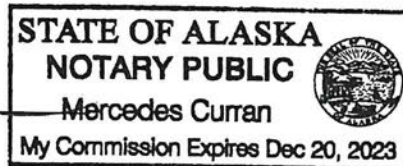
I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.
The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee
Mathew Chambers
Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 12/20/2023

Subscribed and sworn to before me this 19th day of January, 2021.



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest**What is this form?**

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur, LLC	License Number:	13487		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	The Connoisseur				
Premises Address:	3200 W Top of the World Circle, Unit A				
City:	Wasilla	State:	Alaska	ZIP:	99654

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Chad Aurentz
Title:	Member



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

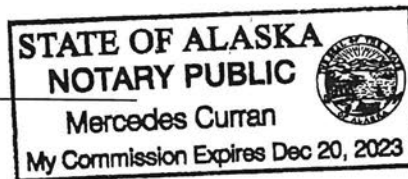
I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

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The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee




Notary Public in and for the State of Alaska

Chad Aurentz

Printed name of licensee

My commission expires: 12/20/2023

Subscribed and sworn to before me this 19th day of January, 2021.



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest**What is this form?**

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur, LLC	License Number:	13487		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	The Connoisseur				
Premises Address:	3200 W Top of the World Circle, Unit A				
City:	Wasilla	State:	Alaska	ZIP:	99654

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Chadford Roush
Title:	Member



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Chadford Roush

Printed name of licensee

Notary Public in and for the State of Alaska

My commission expires: 12-01-2024

Subscribed and sworn to before me this 20th day of January, 2021.



Frontiersman

Growing with the Valley since 1947.

5751 E. MAYFLOWER CT.
Wasilla, AK 99654

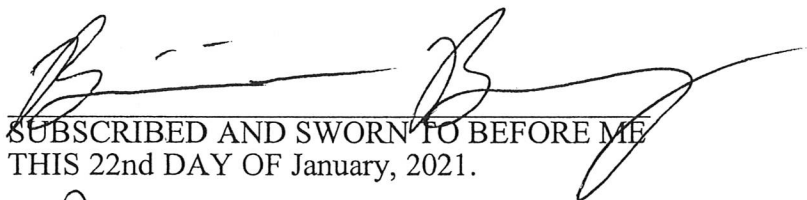
(907) 352-2250 ph
(907) 352-2277 fax

AFFIDAVIT OF PUBLICATION

UNITED STATES OF AMERICA, STATE OF ALASKA, THIRD DIVISION
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, THIS DAY
PERSONALLY APPEARED BEFORE **BENJAMIN BORG** WHO, BEING
FIRST DULY SWORN, ACCORDING TO LAW, SAYS THAT HE IS THE
LEGAL AD CLERK OF THE **FRONTIERSMAN**
PUBLISHED AT WASILLA AND CIRCULATED THROUGH OUT MATANUSKA
SUSITNA BOROUGH, IN SAID DIVISION THREE AND STATE OF ALASKA
AND THAT THE ADVERTISEMENT, OF WHICH THE ANNEXED IS A TRUE
COPY, WAS PUBLISHED ON THE FOLLOWING DAYS:

01/08/2021 01/15/2021 01/22/2021

AND THAT THE RATE CHARGED THEREIN IS NOT IN EXCESS OF
THE RATE CHARGED PRIVATE INDIVIDUALS.


SUBSCRIBED AND SWORN TO BEFORE ME
THIS 22nd DAY OF January, 2021.


NOTARY PUBLIC FOR STATE OF ALASKA

NANCY E. DOWNS
Notary Public
State of Alaska
My Commission Expires
August 25, 2023

JDW, LLC
FR#7402 TRANSFER OF CONTR
ACCOUNT NUMBER 409588

Transfer of Controlling Interest

The Connoisseur, LLC., doing business as The Connoisseur, located at 3200 W Top of the World Circle, Unit A, Wasilla, Alaska 99654, is applying under 3 AAC 306.045 for transfer of controlling interest in a Standard Marijuana Cultivation Facility 3 AAC 306.400(a)(1), license #13487. The transfer involves a change in ownership percentage from Brian Hooks 25%, Chad Aurentz 25%, Chadford Roush 25% and Mathew Chambers 25% to Chad Aurentz 33.33%, Chadford Roush 33.33% and Mathew Chambers 33.33%.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501. FR#7402 Publish Dates January 8, 15, 22, 2021.

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1st day of June, 2017

BETWEEN:

Green Door Group, LLC of 12534 E Outer Springer Loop, Palmer, Alaska, 99654

Telephone: (907) 244-8329

(the "Landlord")

OF THE FIRST PART

- AND -

The Connoisseur, LLC of PO Box 873844, Wasilla, Alaska, 99687-3844

Telephone: (907) 244-8329

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
- b. "Building" means all buildings, property, improvements, equipment, fixtures, property, and facilities from time to time located at 3200 W Top of the World Circle, Unit A, Wasilla, AK,

99654, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

c. "Common Areas and Facilities" mean:

- i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment, and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, parking areas, driveways, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the shop building and property at 3200 W Top of the World Circle, Unit A, Wasilla, AK, 99654.

f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and

the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

3. The Landlord agrees to rent to the Tenant the building and property municipally described as 3200 W Top of the World Circle, Unit A, Wasilla, AK, 99654, (the "Premises"). The Premises are more particularly described as follows:
Approximately eight (8) acres of land, including one existing shop building on the property. Additional buildings or structures may be added to the Premises if constructed on the property at the expense of the Tenant, in compliance with any applicable building codes, and with prior written approval from the Landlord. The Premises will be used for only the following permitted use (the "Permitted Use"):
Use as a licensed marijuana cultivation facility and/or a licensed marijuana product/concentrate manufacturing facility, in compliance with AS 17.38 and 3 AAC 306.
Neither the Premises nor any part of the Premises will be used at any time during the Term by Tenant for any purpose other than the Permitted Use.
4. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any other tenant who will be conducting in such premises as its principal business, the services of: Use as a licensed marijuana cultivation facility and/or a licensed marijuana product/concentrate manufacturing facility, in compliance with AS 17.38 and 3 AAC 306.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.

Term

6. The term of the Lease commences at 12:00 noon on June 1, 2017 and ends at 12:00 noon on June 1, 2022 (the "Term").
7. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the

Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

8. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$3,750.00, payable per month, for the Premises (the "Base Rent").
9. The Tenant will pay the Base Rent on or before the First of each and every month of the Term to the Landlord.
10. For any rent review negotiation, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Use and Occupation

11. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of The Connoisseur and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business upon receiving final licensure and passing a preliminary inspection from the Alcohol & Marijuana Control Office, fully fixtured, stocked, and staffed on the effective date of the state marijuana establishment license and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
12. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any state, municipal, or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Advance Rent and Security Deposit

13. On execution of this Lease, the Tenant will pay the Landlord advance rent (the "Advance Rent") to be held by the Landlord without interest and to be applied on account of the first and last

installments of Base Rent as they fall due and to be held to the extent not so applied as security for and which may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under this Lease.

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$7,500.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
15. The Tenant may not use the Security Deposit as payment for the Rent.
16. Within 30 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: PO Box 873844, Wasilla, Alaska, 99687-3844, or at such other place as the Tenant may advise.

Quiet Enjoyment

17. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

18. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove, and sell the Tenant's goods, chattels, and equipment from the Premises or seize, remove, and sell any goods, chattels, and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress. If this situation occurs, the Landlord will immediately notify the Alcohol & Marijuana Control Office to assist in the lawful seizure, removal, and/or destruction of any marijuana or marijuana product on the Premises.

Overholding

19. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

20. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims, and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
 - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The exception to this would be any marijuana or marijuana product found on the Premises, which will be handled or disposed of as required or directed by the Alcohol & Marijuana Control Office. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- g. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees, and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Renewal of Lease

21. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation. The Rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

Tenant Improvements

22. The Tenant will obtain permission from the Landlord before doing any of the following:
- a. removing or adding walls, or performing any structural alterations;
 - b. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - c. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - d. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - e. installing or affixing upon or near the Premises any plan, equipment, machinery, or apparatus without the Landlord's prior consent.

Utilities and Other Costs

23. The Tenant is responsible for paying to the Landlord the following utilities and other charges: electricity, natural gas, water, sewer, telephone, Internet, and cable.

Insurance

24. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

Abandonment

25. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper, with guidance and/or assistance from the Alcohol & Marijuana Control Office, and is relieved of all liability for doing so.

Governing Law

26. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

27. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alaska (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or

deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

28. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Additional Provisions

29. The Tenant and its employees are solely responsible for the lawful cultivation of all marijuana and marijuana product and maintenance of equipment used. The Tenant must exercise due diligence to comply with AS 17.38, 3 AAC 306, and all other applicable state and local laws.

Maintenance

30. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.
31. In particular, the Tenant will keep the fixtures in the Premises in good order and repair and keep the HVAC clean. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
32. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts, or fixtures serving the Premises.

Care and Use of Premises

33. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
34. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable, or unlicensed are not permitted in the Tenant's parking areas, and such vehicles may

be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

- 35. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
- 36. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- 37. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing, and safety as required by law.

Surrender of Premises

- 38. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

- 39. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company, unless specifically certified or licensed to do so and with prior written consent from the Landlord.

Rules and Regulations

- 40. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

- 41. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches, or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

42. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

43. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

44. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions, and liabilities pursuant to this Lease.

45. Time is of the essence in this Lease.

46. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand, or by a duly authorized member or manager, on this 1st day of June, 2017.

Green Door Group, LLC (Landlord)

Per: 

The Connoisseur, LLC (Tenant)

Per: 



THE STATE
of **ALASKA**

Department of Commerce, Community and Economic Development
Division of Corporations, Business and Professional Licensing

COR

FOR DIVISION USE ONLY

Corporations Section

State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 • Fax: (907) 465-2974
Email: corporations@alaska.gov
Website: Corporations.Alaska.Gov

Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to www.Corporations.Alaska.Gov and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important:

AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.
— AS 10.50.765

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.
— AS 10.50.860-.870

2. Fee:

☒ \$25 Nonrefundable Filing Fee (CORF)

3 AAC 16.065(b)

Mail this form and the non-refundable \$25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information:

AS 10.50.765

Entity Name: The Connoisseur, LLC

Alaska Entity Number: 10060562

4. REMOVE from Record:

AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: Brian Hooks

Name: _____

Name: _____

Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials:

AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — AS 10.50.155(b)
- Must provide all members who own 5% or more of the LLC. — AS 10.50.765 (b)
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — AS 10.50.075(5) and AS 10.50.110(b)

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	Manager
Chad Aurentz	3330 W. 88th Avenue, Anchorage, AK 99502	33.33	x	
Chadford Roush	3050 W. Stone Ridge Circle, Wasilla, AK 99654	33.33	x	
Mathew Chambers	10400 E. Bradley Lakes Drive, Palmer, AK 99645	33.33	x	

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature:

AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: _____

Date: _____

Printed Name: Mathew Chambers, Member of The Connoisseur, LLCTitle of Authorized Signer: ☒ Member ☐ Manager ☐ Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.



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Website: Corporations.Alaska.Gov

Contact Information

- Return this form with your filing
- This information may be used by the Division to assist with processing your attached filings
- This form will not be filed for record, or appear online

Entity Information		Enter your entity information as it appears on this filing.	
Entity Name:	The Connoisseur, LLC		
AK Entity #:	10060562		

Contact Person		Whom may we contact with any questions or problems with this filing?	
Company:	JDW, LLC		
Contact:	Jana Weltzin		
Mailing Address:	Address: 901 Photo Avenue, Second Floor		
	City: Anchorage	State: AK	ZIP: 99503
Phone:	(907) 231-3750		
Email:	jana@jdwcounsel.com		

Document Return Address		Provide an address for the return of your filed documents.	
<input checked="" type="checkbox"/> Return my filings to the address provided ABOVE			
<input type="checkbox"/> Return my filings to this address provided BELOW			
Company:			
Contact:			
Mailing Address:	Address: 901 Photo Avenue, Second Floor		
	City: Anchorage	State:	ZIP: 99503

**ASSIGNMENT AGREEMENT AND
CONSENT TO REDEEM MEMBERSHIP INTERESTS
IN THE CONNOISSEUR LLC**

WHEREAS, Brian Hooks is the owner of 25% of the membership interests in The Connoisseur LLC, Alaska Entity No. 10060562, an Alaska limited liability company (the "Company"); and

WHEREAS, the member of the Company has set forth the rights and responsibilities of the members, and the details about the Company's management, in a written Operating Agreement; and

WHEREAS, Brian Hooks, in accord with a Membership Interest Purchase and Redemption Agreement, desires to convey all of his right, title and membership interests in the Company to the Company for redemption; and


WHEREAS, the Company desires to purchase and redeem the Membership Interest held by Brian Hooks and have executed any resolutions or votes necessary to provide authority to purchase and redeem these membership interests; and

WHEREAS, Brian Hooks, is agreeable to the assignment of said membership interests in the Company, subject to the terms and provision of the Operating Agreement;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the assignor, Brian Hooks, hereby assigns, transfers and conveys all of his 25% membership interests in The Connoisseur LLC, Alaska Entity No. 10060562, an Alaska limited liability company, to the Company, free and clear of any and all liens, claims, security interests and encumbrances of any kind or nature whatsoever, together with all of the assignor's rights as a member of the Company to his share of the profits and losses, cash flow, proceeds from sale, and capital gains and losses of or with respect to the Company which may accrue or be paid or become payable before and after the date hereof until the dissolution or termination of the Company, subject to the terms and provisions of the Operating Agreement, Mathew Chambers, as Member of the Company and pursuant to the authority provided him by the other Members, hereby accepts on behalf of the Company, said membership interests and rights in the Company, together with all of the rights, duties, responsibilities and obligations pertaining thereto, subject to the terms and provision of the Operating Agreement. The membership shall be distributed pro rata to the remaining members of the Company.

[Signature page follows.]

DATED this 31st day of DECEMBER, 2020:




Brian Hooks, Assignor

ACCEPTED this 31st day of DECEMBER, 2020:

CONSENTED TO AND ACCEPTED BY The Connoisseur LLC:

Date: 12/30, 2020



By: Mathew Chambers, Member



THE STATE
of **ALASKA**

Department of Commerce, Community and Economic Development
Division of Corporations, Business and Professional Licensing

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Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to www.Corporations.Alaska.Gov and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important:

AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.

— AS 10.50.765

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.

— AS 10.50.860-.870

2. Fee:

☒ \$25 Nonrefundable Filing Fee (CORF)

3 AAC 16.065(b)

Mail this form and the non-refundable \$25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information:

AS 10.50.765

Entity Name: The Connoisseur, LLC

Alaska Entity Number: 10060562

4. REMOVE from Record:

AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: Brian Hooks

Name: _____

Name: _____

Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials:

AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — AS 10.50.155(b)
- Must provide all members who own 5% or more of the LLC. — AS 10.50.765 (b)
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — AS 10.50.075(5) and AS 10.50.110(b)

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	Manager
Chad Aurentz	3330 W. 88th Avenue, Anchorage, AK 99502	33.33	x	
Chadford Roush	3050 W. Stone Ridge Circle, Wasilla, AK 99654	33.33	x	
Mathew Chambers	10400 E. Bradley Lakes Drive, Palmer, AK 99645	33.33	x	

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature:

AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: _____

Date: _____

Printed Name: Mathew Chambers, Member of The Connoisseur, LLCTitle of Authorized Signer: ☒ Member ☐ Manager ☐ Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.



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Contact Information

- Return this form with your filing
- This information may be used by the Division to assist with processing your attached filings
- This form will not be filed for record, or appear online

Entity Information		Enter your entity information as it appears on this filing.	
Entity Name:	The Connoisseur, LLC		
AK Entity #:	10060562		

Contact Person		Whom may we contact with any questions or problems with this filing?	
Company:	JDW, LLC		
Contact:	Jana Weltzin		
Mailing Address:	Address: 901 Photo Avenue, Second Floor		
	City: Anchorage	State: AK	ZIP: 99503
Phone:	(907) 231-3750		
Email:	jana@jdwcounsel.com		

Document Return Address		Provide an address for the return of your filed documents.	
<input checked="" type="checkbox"/> Return my filings to the address provided ABOVE			
<input type="checkbox"/> Return my filings to this address provided BELOW			
Company:			
Contact:			
Mailing Address:	Address: 901 Photo Avenue, Second Floor		
	City: Anchorage	State:	ZIP: 99503

State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

THE CONNOISSEUR, LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **May 24, 2017**.

A handwritten signature in black ink, appearing to read "Chris Hladick".

Chris Hladick
Commissioner



THE STATE

of

ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

AK Entity #: 10060562
Date Filed: 06/05/2017
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-6/5/2017 9:50:38 AM

Entity Name: THE CONNOISSEUR, LLC
Entity Number: 10060562
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent

Name: MATHEW CHAMBERS
Physical Address: 10400 E BRADLEY LAKE AVE,
PALMER, AK 99645
Mailing Address: 10400 E BRADLEY LAKE AVE,
PALMER, AK 99645

Entity Physical Address: 3200 W Top of the World Circle, Wasilla, AK 99654

Entity Mailing Address: PO Box 873844, Wasilla, AK 99687-3844

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Chad Aurentz	3330 West 88th Avenue, Anchorage, AK 99502	25	Member
Mathew Chambers	10400 E Bradley Lake Avenue, Palmer, AK 99645	25	Member
Brian Hooks	12534 E Outer Springer Loop, Palmer, AK 99645	25	Member
Chadford Roush	3050 West Stoneridge Circle, Wasilla, AK 99654	25	Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Chad Aurentz

3693444



State of Alaska
Division of Corporations, Business and Professional Licensing
CORPORATIONS SECTION
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

DO NOT STAMP ABOVE THIS BOX

Office Use Only

CORP

RECEIVED
Juneau

MAY 24 2017

CBPL

CO 250 (8)

☒ \$250.00 Filing Fee

Pursuant to Alaska Statutes 10.50.075, the undersigned company applies for a Certificate of Organization and, for that purpose, submits the following articles:

Operating Agreement: An operating agreement is not required to be filed with this office; operating agreements are to be maintained by the entity. If you include your operating agreement, it will be returned without being filed for record.

ARTICLE 1: Name of the limited liability company must contain the words "limited liability company" or the abbreviation of "L.L.C." or "LLC."

The Connoisseur, LLC

ARTICLE 2: Indicate the purpose for which the company is organized (may include "any lawful") and, the 6 digit NAICS Industry Grouping Code that most clearly describes the initial activities of the company:

Purpose: Marijuana cultivation facility, in compliance with AS 17.38	NAICS code:	1	1	1	9	9	8
--	-------------	---	---	---	---	---	---

ARTICLE 3: Registered agent name and address (must include a physical and mailing address in Alaska):

Name: Mathew Chambers

Physical address: 10400 E Bradley Lake Avenue	City: Palmer	AK	Zip Code: 99645
---	--------------	----	-----------------

Mailing address: 10400 E Bradley Lake Avenue	City: Palmer	AK	Zip Code: 99645
--	--------------	----	-----------------

ARTICLE 4: Management.

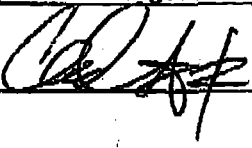
- ☒ The limited liability company is managed by its members.
☐ The limited liability company is managed by a manager.

ARTICLE 5: Optional Provisions and Additional Articles

Attach additional pages for continuation of optional provisions and/or additional articles. Please indicate which article you are continuing and/or insert any desired additional provisions authorized by Alaska Statutes. Additional articles should be a continuation of the numbering as it appears on this form.



Organizers: The printed name and signature of one or more organizer shall sign the Articles of Organization.

Signature of Organizer	Printed name of Organizer	Date
	Chad Aurentz	05/24/2017
		RECEIVED Juneau
		MAY 24 2017
		CBPL

Attach an additional sheet if necessary.

NOTE: Persons who sign documents filed with the commissioner that are known to the person to be false in material respects, is guilty of a class A misdemeanor.

Mail the Articles of Organization and the \$250.00 filing fee in U.S. dollars to:
State of Alaska Corporations Section, PO Box 110806, Juneau, AK 99811-0806

STANDARD PROCESSING TIME for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received. To file your application online for immediate processing, visit our website at: www.commerce.alaska.gov/occ.

INITIAL REPORT: After filing your Articles of Organization, visit the Corporations Section at on our website, select Online Filing, and file the initial report for this entity.

**OPERATING AGREEMENT
OF
THE CONNOISSEUR, LLC**

This Operating Agreement (the "Agreement") made and entered into this 1st day of June, 2017 (the "Execution Date"),

AMONGST:

Mathew Chambers of 10400 E Bradley Lake Avenue, Palmer, Alaska 99645,
Chad Aurentz of 3330 West 88th Avenue, Anchorage, Alaska 99502,
Chadford Roush of 3050 West Stoneridge Circle, Wasilla, Alaska 99654, and
Brian Hooks of 12534 E Outer Springer Loop, Palmer, Alaska 99645
(individually the "Member" and collectively the "Members").

BACKGROUND:

- A. The Members wish to associate themselves as members of an Alaska limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation and Recitals

- 1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Alaska. The Members have caused articles of organization for the Company to be filed with the State of Alaska, Department of Commerce, Community, and Economic Development pursuant to the Alaska Revised Limited Liability Company Act (the "Act").
- 2. The Members and Company hereby agree that this agreement shall set forth the duties and obligations of the Members and the Company and that this Agreement shall govern the operations of the Company and the actions of the Members. In the event of any inconsistency between this Agreement and the Act, the terms of this Agreement shall control to the extent permitted by law.

Name

3. The name of the Company will be The Connoisseur, LLC. All business of the Company shall be conducted under this name and under any variations of the name, as the Members deem necessary or appropriate.

Purposes

4. The purposes of this Company are to cultivate and manufacture regulated commercial marijuana and marijuana concentrate, in compliance with AS 17.38 and 3 AAC 306, provided that the Company may engage in any lawful business as determined by the Members from time to time and exercise all powers necessary and convenient to conduct the Company's business under the Act.

Term

5. The Company commenced on June 1, 2017, and shall continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

6. The Principal Office of the Company will be located at 3200 W Top of the World Circle, Unit A, Wasilla, Alaska 99654 or such other place as the Members may from time to time designate.

Capital Contributions

7. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Capital Contribution	Value	Membership Units	Membership Percentage
Chad Aurentz	\$1,000	\$1,000	1,000	25%
Mathew Chambers	\$1,000	\$1,000	1,000	25%
Brian Hooks	\$1,000	\$1,000	1,000	25%
Chadford Roush	\$1,000	\$1,000	1,000	25%
Total	\$4,000	\$4,000	4,000	100%

Allocation of Profits/Losses

8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the Members in proportion to the Members' Capital Contributions inclusive of any Additional Capital Contributions.
9. Distributions to Members will be made in proportion to the Members' Capital Contributions inclusive of any Additional Capital Contributions.
10. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

11. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

12. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

13. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

14. No Member will be required to make Additional Contributions. Any changes to Capital Contributions will not affect any Member's Interests except with the unanimous consent of the Members.

15. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

16. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

17. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

18. Management of this Company is vested in the Members.

Authority to Bind Company

19. Only the following individuals have authority to bind the Company in contract: Any Member, with the written consent (including by e-mail) of the majority.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
22. Regular meetings of the Members will be held only as required.

Voting

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

24. A new Member may only be admitted to the Company with a majority vote of the existing Members.
25. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.
26. The Members will report any new Member to the Alcohol & Marijuana Control Office, as required by AS 17.38 and 3 AAC 306.

Voluntary Withdrawal of a Member

27. Any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least one month prior to withdrawal.
28. The Members will report any voluntary withdrawal of any Member to the Alcohol & Marijuana Control Office, as required by AS 17.38 and 3 AAC 306.
29. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.

30. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

31. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
32. The Members will report any involuntary withdrawal of any Member to the Alcohol & Marijuana Control Office, as required by AS 17.38 and 3 AAC 306.
33. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

34. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.

35. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
36. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
37. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

38. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

39. Where a Member's financial interest in the Company is assigned to another party who is not an existing Member, that party will be treated as a new Member. An assignment of full membership status inclusive of all duties, obligations, and rights held by the previous Member will be governed by the conditions described under the Admission of New Members section of this Agreement.
40. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and

interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

41. The Members will report any change of the Members or in the financial interest of the Company, including percentage of ownership, to the Alcohol & Marijuana Control Office, as required by AS 17.38 and 3 AAC 306.

Valuation of Interest

42. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.
43. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
44. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

45. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
46. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
 - a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then

- c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

47. The Company will at all times maintain accurate records of the following:

- a. Information regarding the status of the business and the financial condition of the Company.
- b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
- c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
- d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
- e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

48. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

49. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

50. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

51. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

52. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

Tax Matters Partner

53. The tax matters partner will be Mathew Chambers (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Company and make any related elections that the Members may deem advisable.
54. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority of the Voting Members. In the event of a withdrawal of the Tax Matters Partner from the Company, the remaining Members will appoint a successor as soon as practicable.

Annual Report

55. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

- a. A copy of the Company's federal income tax returns for that fiscal year.

Goodwill

- 56. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

- 57. The Members submit to the jurisdiction of the courts of the State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

- 58. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

- 59. No Member may do any act in contravention of this Agreement.
- 60. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
- 61. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
- 62. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
- 63. No Member may confess a judgment against the Company.
- 64. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

65. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

66. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

67. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

68. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

69. The following actions will require the unanimous consent of all Members:
- a. Incurring Company liabilities over \$20,000.00.
 - b. Incurring a single transaction expense over \$20,000.00.

- c. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.
- d. Releasing any Company claim except for payment in full.

Amendment of this Agreement

- 70. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

- 71. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

- 72. Time is of the essence in this Agreement.
- 73. This Agreement may be executed in counterparts.
- 74. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
- 75. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 76. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some

way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

77. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
78. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
79. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

80. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
 - c. "Distributions" means a payment of Company profits to the Members.
 - d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
 - e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
 - f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- h. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 1st day of June, 2017.



Mathew Chambers (Member)



Chad Aurentz (Member)



Chadford Roush (Member)



Brian Hooks (Member)



Alaska Marijuana Control Board

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Form MJ-17d: Unaltered Operating Plan and/or Premises Diagram Affidavit

What is this form?

An operating plan and/or diagram affidavit is required to be submitted by the transferee for any marijuana establishment transfer license application where the transferee is not making changes to the operating plan and/or premises diagram approved by the Marijuana Control Board, in the course of the transfer application, per 3 AAC 306.045(e). By completing this form you are certifying that no changes will be made to the operating plan and/or premises diagram that have been previously submitted and approved for this license. This form replaces the information required by regulations 3 AAC 306.020(b)(8), 3 AAC 306.020(c), 3 AAC 306.315(2), 3 AAC 306.420, 3 AAC 306.520(2) and (3), and 3 AAC 306.615 if no changes are being made to your operating plan or diagram during the transfer.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license transfer application.

New Licensee:	The Connoisseur, LLC	License Number:	13487		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	The Connoisseur				
Premises Address:	3200 W Top of the World Circle, Unit A				
City:	Wasilla	State:	Alaska	ZIP:	99654

Section 2 – Certification

You must be able to certify at least one of the statements below. Read the following and then sign your initials in the applicable box(es) to the right:

Initials

I certify that there will be no changes to the operating plan for this license.

If the above statement is certified you will not be required to submit forms MJ-01 and MJ-03, MJ-04, MJ-05 or MJ-06.

MC

I certify that there will be no changes to the premises diagram for this license.

If the above statement is certified, you will not be required to submit form MJ-02.

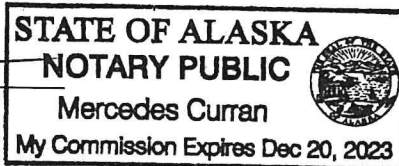
MC

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferee

Mathew Chambers

Printed name of transferee



Notary Public in and for the State of Alaska

My commission expires:

12/20/2023

Subscribed and sworn to before me this 1st day of January, 2021.